

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

**I TE RATONGA AHUMANA TAIMAHI
TĀMAKI MAKAURAU ROHE**

[2025] NZERA 205
3230659

BETWEEN LOUIS UERATA
Applicant

AND EXPERT MOVING GROUP
LIMITED
Respondent

Member of Authority: Jeremy Lynch

Representatives: Alex Kersjes, advocate for the Applicant
No appearance for the Respondent

Submissions Received: 4 February 2025 from the Applicant
No submissions received from the Respondent

Date of Determination: 11 April 2025

COSTS DETERMINATION OF THE AUTHORITY

[1] The Authority issued a determination on 22 January 2025, which found that Louis Uerata had been unjustifiably dismissed by Expert Moving Group Limited (Expert Moving), and awarded him compensation, together with lost wages, and arrears of wages and annual holiday pay.¹

[2] Expert Moving has not engaged at all with the Authority's investigation process. Despite being made aware of the details of the investigation meetings held in the matter, Expert Moving did not attend or otherwise participate in the Authority's substantive investigation.

[3] Expert Moving's sole director is Michael John Wood. The registered address

¹ *Louis Uerata v Expert Moving Group Limited* [2025] NZERA 34.

for service for both Expert Moving and Mr Wood is the same Hamilton address.

[4] In addition to service by email, the Authority attempted to serve a copy of the 22 January 2025 determination on Expert Moving's Hamilton address. This was returned to the Authority on 28 January 2025, with the courier pack marked 'delivery refused'.

[5] In the Authority's January 2025 determination, the parties were encouraged to resolve the question of costs but have been unable to do so. In February 2025, Mr Uerata applied to the Authority for an award of costs.

[6] As no response had been received from Expert Moving following Mr Uerata's application for costs, the Authority sent it a copy of its January 2025 determination, together with a copy of Mr Uerata's costs application. These documents were delivered to Expert Moving's registered address for service on 13 March 2025.

[7] Mr Wood is also the sole director of a similarly named company, Expert Moving & Storage Limited. Mr Wood's registered address for service in respect of this entity is an address in Papakura, Auckland. To ensure Mr Wood was aware of the of the costs application made by Mr Uerata, the Authority also couriered a copy of this, together with a further copy of its 22 January 25 determination to Mr Wood's Papakura address for service. This was delivered on 23 March 2025.

Submissions from the parties

[8] Despite being made aware of Mr Uerata's claim for costs, Expert Moving did not provide costs submissions or otherwise engage.

[9] For Mr Uerata, it is submitted:

- as the successful party is entitled to an award of costs;
- the matter included attendance at multiple investigation meetings;
- Expert Moving's conduct has been unreasonable, and given Mr Uerata's repeated attempts to resolve the matter, an uplift in costs is sought;
- Expert Moving's approach has had the effect of increasing Mr Uerata's costs;
- Mr Uerata's actual costs are \$17,956.36 (not including travel costs);

- Mr Uerata seeks a costs award of \$12,000 (plus disbursements).

Costs principles

[10] The Authority has power under clause 15 of Schedule 2 of the Act to award costs. This power is discretionary and must be used in a principled manner.² Principles guiding the Authority's approach to costs include:

- the statutory jurisdiction to award costs is consistent with the Authority's equity and good conscience jurisdiction;
- equity and good conscience are to be considered on a case-by-case basis;
- costs are not to be used as a punishment or as an expression of disapproval for an unsuccessful party's conduct, although conduct which increases costs unnecessarily can be taken into account in inflating or reducing an award;
- costs generally follow the event;
- awards of costs will generally be modest; and
- frequently, costs are judged against a notional daily tariff.³

Costs outcome

Starting point

[11] As Mr Uerata was the successful party in the substantive matter, he is entitled to a consideration of costs.

[12] The starting point for a consideration of costs is therefore \$4,500.00, being one full day of the Authority's notional daily tariff, before any upward or downward adjustment.

Attempts to resolve

[13] Although Mr Uerata submits he made repeated attempts to resolve the matter with the Expert Moving, the Authority has not been provided with evidence of any

² *PBO Limited (formerly Rush Security Limited) v Da Cruz* [2005] 1 ERNZ 808, and *Faggotti v Acme & Co Limited* [2015] NZEmpC 135.

³ Employment Relations Authority "Practice Directions of the Employment Relations Authority Te Ratonga Ahumana Taimahi" www.era.govt.nz/assets/upload/practice-direction-of-era.
<https://www.era.govt.nz/assets/Uploads/practice-direction-of-the-employment-relations-Authority.pdf>

actual settlement offers made. The Authority is therefore unable to assess the reasonableness of any such offers.

Conduct

[14] Mr Uerata submits that Expert Moving's conduct is such that the daily tariff should be adjusted upwards. However, no submissions have been provided as to what specific actions of Expert Moving's warrant an uplift to the daily tariff.

[15] After the substantive investigation meeting, a further two telephone investigation meetings were held. Mr Uerata submits that one quarter of the daily tariff should be allowed for each of the telephone investigation meetings.

[16] However, the evidence provided during these meetings could have been provided during the substantive investigation meeting, obviating the need for the telephone investigation meetings. I decline to award costs in respect of the telephone investigation meetings.

Adjustment to the tariff

[17] The daily tariff can be adjusted for relevant factors. Stepping back to look at matters overall, it is reasonable in the circumstances of this case that there is a reduction in the costs awarded.

[18] The substantive investigation meeting was concluded by approximately 2.30 pm. The commencement was delayed to provide Expert Moving further opportunity to attend. This was no fault of Mr Uerata's. Had the start time not been delayed due to Expert Moving's non-attendance, the meeting would have concluded earlier.

[19] I consider that an award of less than one full day at the daily tariff rate is fair and appropriate. Such an award reflects that Mr Uerata was the successful party, but also acknowledges that the hearing was concluded in less than the allocated hearing time.

[20] It is also appropriate that Mr Uerata is reimbursed for the cost of the fee he paid to lodge his application in the Authority.

Orders

[21] Within 28 days of the date of this determination, Expert Moving Group Limited is ordered to pay to Louis Uerata:

- \$3,000.00 as a contribution to his costs; and
- \$71.55 for the Authority's lodgement fee.

Jeremy Lynch
Member of the Employment Relations Authority